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Attorney for U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS TYLER
DIVISION

IN RE:	§ CASE NO. 16-60123-BP-13
	§
BRYAN E TRIBBEY,	§
Debtor	§ CHAPTER 13
	§
U.S. BANK TRUST, N.A., AS	§
TRUSTEE FOR LSF9 MASTER	§
PARTICIPATION TRUST,	§
Movant	§ FINAL HEARING DATE: 01/30/2020
	§
v.	§ TIME: 02:00 PM
	§
BRYAN E TRIBBEY; LLOYD	§
KRAUS, Trustee	§
Respondents	§ JUDGE BILL PARKER

**AMENDED AGREED ORDER CONDITIONING
AUTOMATIC STAY OF ACTION AGAINST DEBTOR
PURSUANT TO 11 U.S.C. § 362 [superseding dkt #35]**

Came on for consideration the Motion For Relief from Stay, filed by U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, (hereinafter "MOVANT"), a secured creditor in the above entitled and numbered cause. The Court, having considered said Motion and the agreement of counsel, is of the opinion that the following Amended Agreed Order should be entered to supersede Amended Agreed Order entered February 3, 2020 (docket #35). It is therefore, **ORDERED, ADJUDGED, AND DECREED** that:

1. **Automatic Stay:** The Automatic Stay provided by 11 U.S.C. §362 shall remain in effect, except as provided below.

2. **Current Monthly Payments:** Debtor shall continue to remit to the Movant the regular post-petition monthly payments beginning May 01, 2020, and continue said payments thereafter pursuant to that certain Note and Deed of Trust dated December 21, 2007.

3. **Additional Payments:** In addition to the payments set forth above, Debtor shall cure post-petition arrearage and pay attorney's fees and cost in the total amount of \$2,572.20. Said total amount consists of post-petition payments for the months of March 01, 2020 through April 01, 2020 additional fees and costs detailed as follows:

Monthly Payment Amount	\$927.98 x 1	\$927.98
Monthly Payment Amount	\$920.32 x 1	\$920.32
Late Charges	x	\$0.00
Attorney's Fees	\$850.00	
Costs	\$181.00	
Total Attorney's Fees & Costs		\$1,031.00
Amount Due		\$2,879.30
Payment Received		\$0.00
Payment to be Received		\$0.00
Debtor Suspense		\$307.10
 Total Balance Due Less Payment Received		 \$2,572.20

The total amount due shall be paid directly to Movant in 6 payments beginning May 15, 2020 as indicated below:

CALIBER HOME LOANS, INC.
PO BOX 650856
DALLAS, TX 75265-0856
Attention: Bankruptcy Department

1. \$428.70 05/15/2020
2. \$428.70 06/15/2020
3. \$428.70 07/15/2020
4. \$428.70 08/15/2020
5. \$428.70 09/15/2020
6. \$428.70 10/15/2020

**There is no grace period on additional installment payments due under this Amended
Agreed**

Order.

Payments received after the due date are subject to the default provisions contained in the Default Paragraph of this Amended Agreed Order.

4. **Payments to Trustee:** Debtor shall remit to the Trustee the monthly payment provided for under the Debtor's Plan. Debtor shall bring current all delinquent and outstanding payments owed to the Trustee, if applicable, within 30 days of the date this Order is signed by the Bankruptcy Judge.

5. **Discharge:** Notwithstanding any provision hereof, the automatic stay of 11 U.S.C. §362 shall terminate, if not sooner terminated, upon entry of the Order of Discharge.

6. **Conversion to Chapter 7:** The payment terms of this Amended Agreed Order shall not survive upon conversion to a case under Chapter 7 of the Code. In the event of conversion, Movant shall not be bound by the payment schedule of this Amended Agreed Order. Upon conversion of this case to a Chapter 7 case, all pre-petition and post-petition delinquent payments, fees, and charges due under the Note and Deed of Trust shall become immediately payable to Movant, and, if the Property has been properly exempted from the estate, failure to bring the loan contractually current by the date of entry of the conversion order shall be an event of default under the Default Paragraph of this Amended Agreed Order.

7. **Effect of Non-sufficient Funds:** Tendering of a check to Movant by Debtor which is subsequently returned due to non-sufficient funds in the account upon which the check is drawn or due to any other reason shall not constitute a payment as required by the terms of this order and is an event of default.

8. **Default:** In the event Movant does not receive any payments by the dates set forth in the Current Monthly Payments Paragraph or the Additional Payments Paragraph or

Debtor does not remit the payment set forth in the Payments to Trustee Paragraph above, or in the event Debtor converts to Chapter 7 as set forth in the Conversion to Chapter 7 Paragraph, Movant shall send written notice by Regular Mail and by Certified Return Receipt Requested Mail, postage prepaid, to Debtor and Counsel for Debtor allowing Debtor a 10-day period from the date of such written notice to cure such delinquent payments. Cure payments must be made by certified funds only and Movant may charge Debtor \$50.00 for any notice given pursuant to this Order. In the event Debtors fail to cure such delinquent payments within such 10-day period or in the event Debtors become delinquent after **two (2) notices of default**, the Automatic Stay shall terminate as to the Movant without further recourse to this Court and Movant shall be allowed to take any and all steps necessary to exercise any and all rights it may have in the collateral described as follows:

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND, A PART OF THE C.W. MILLER SURVEY, A-615, CHEROKEE COUNTY, TEXAS, AND ALSO BEING PART OF THAT CERTAIN CALLED 5.00 ACRE TRACT OF LAND THAT IS DESCRIBED IN A DEED DATED SEPTEMBER 15, 1989 FROM J.L. SPRAGGINS, ET AL, LEON GARNER, TO MAURICE L. ODOM THAT IS RECORDED IN VOLUME 1105, PAGE 484 (TRACT 1) OF THE REAL PROPERTY RECORDS OF CHEROKEE COUNTY, TEXAS, AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A NAIL FOUND FOR CORNER AT THE N.E.C. OF SAID TRACT IN THE CENTERLINE OF COUNTY ROAD #1715 AND IN THE W.B.L.

OF F.M. #347, FROM WHICH A NAIL (FND) BEARS SOUTH 89 DEGREES 53 MINUTES 15 SECONDS EAST, 20.12 FEET;

THENCE SOUTH 00 DEGREES 43 MINUTES 52 SECONDS WEST, ALONG THE W.B.L., OF SAID F.M. #347 AND THE E.B.L. OF SAID TRACT, FOR A DISTANCE OF 419.75 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER AT THE S.E.C. OF SAID TRACT, SAME BEING THE N.E.C OF A CALLED 9.583 ACRES (VOL. 1279, PAGE 547);

THENCE NORTH 89 DEGREES 39 MINUTES 20 SECONDS WEST, ALONG THE OCCUPIED S.B.L. OF SAID TRACT AND THE N.B.L. OF SAID CALLED 9.583 ACRES, FOR A DISTANCE OF 220.04 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 00 DEGREES 28 MINUTES 40 SECONDS EAST, ACROSS SAID TRACT, FOR A DISTANCE OF 180.82 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 89 DEGREES 33 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 03 DEGREES 50 MINUTES 54 SECONDS WEST, FOR A DISTANCE OF 240.00 FEET TO A RAILROAD SPIKE SET FOR CORNER IN THE CENTERLINE OF SAID COUNTY ROAD #1715 AND THE N.B.L. OF SAID TRACT, FROM WHICH A NAIL (FND) BEARS NORTH 89 DEGREES 33 MINUTES 02 SECONDS WEST, 332.69 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 02 SECONDS EAST, ALONG THE CENTERLINE OF SAID COUNTY ROAD # 1715 AND THE N.B.L. OF SAID TRACT, FOR A DISTANCE OF 190.00 FEET TO THE PLACE OF BEGINNING CONTAINING 1.9053 ACRES OF WHICH 0.1297 ACRES LIES TO THE R.O.W. OF SAID COUNTY ROAD #1715.

IT IS FURTHER STIPULATED that the parties agree that Movant may immediately enforce and implement this Order granting relief from the automatic stay and that the provision

of Rule 4001(a) (3), Federal Rules of Bankruptcy Procedure, shall not impede the enforcement and implementation of this Order.

Additionally, upon default, Movant shall notify the Court, Debtor, Attorney for Debtor, and the Chapter 13 Trustee that the Automatic Stay has been terminated.

IT IS SO ORDERED.

Signed on 05/28/2020



THE HONORABLE BILL PARKER
CHIEF UNITED STATES BANKRUPTCY JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

BARRETT DAFFIN FRAPPIER
TURNER & ENGEL, LLP

BY /s/ JOHN R. CALLISON

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